

STATE OF UTAH  
BOND OF LESSEE

KNOW ALL MEN BY THESE PRESENTS, that we TOSCO CORPORATION  
of Los Angeles, California (Address) as principal and  
The Aetna Casualty and Surety Company, as Surety, are held and firmly bound unto the  
State of Utah in the sum of One Hundred Twenty Thousand Four Hundred Twenty  
Three (\$ 120,423.00-----) lawful money of the United States to be paid to the  
Board of State Lands, as agent for the State of Utah, for the use and  
benefit of the State of Utah, and of any patentee or purchaser of any  
portion of the land covered by the hereinafter described lease  
heretofore sold or which may hereafter be sold with a reservation of the  
minerals to the State of Utah, on the surface or of other mineral  
deposits of any portion of such lands, for which payment, will and truly  
to be made, we bind ourselves, and each of us, and each of our heirs,  
executors, administrators, successors, sublessees, and assignees,  
jointly and severally by these presents.

Signed with our hands and seals this 28th day  
of July in the year of our Lord, 1982.

The condition of the foregoing obligation is such that,

WHEREAS, the State of Utah, as lessor, issued oil shale  
leases, Lease Numbers ML-20641 and ML-20642, and dated  
July 2, 1963 to John H. Morgan, Jr., Justheim Petroleum  
Company and J. H. Morgan, Sr., as lessees (and said leases had been  
duly assigned under date of August 26, 1964 to Shell Oil  
Company, who in turn duly assigned to Tosco Corporation on October  
1, 1977) to drill for, mine, extract and remove all of the oil shale  
deposits in and under the following described lands to-wit:

Section 34, Township 9 South, Range 21 East of  
the Salt Lake Meridian, Uintah County, Utah.

Section 35, Township 9 South, Range 21 East of  
the Salt Lake Meridian, Uintah County, Utah.

NOW, THEREFORE, the principal shall be obligated to pay all monies,  
rentals, royalties, costs of reclamation, damages to the surface and  
improvements thereon and any other costs which arise by operation of the  
above-described lease(s) accruing to the lessor and shall fully comply  
with all other terms and conditions of said lease, the rules,  
regulations and policies relating thereto of the Board of State Lands,  
Division of State Lands, the Board of Oil, Gas, and Mining and the  
Division of Oil, Gas, and Mining as they now exist or may from time to  
time be modified or amended. This obligation is in effect even if the  
principal has conveyed part of its leasehold interest to a sublessee or  
sublessees. If the principal fully satisfies the above-described  
obligations, then the surety's obligation to make payment to the State  
of Utah is void and of no effect, otherwise, it shall remain in full  
force and effect until released by the Division of State Lands.

Signed, sealed and delivered  
in the presence of

Michael Moeck  
Witness

Witness

Tosco Corporation

By: Raymond A. Loftis (SEAL)  
Principal

The Aetna Casualty and Surety Company  
BY Wallace D. Doyle

Attest: Wallace D. Doyle Attorney-in-Fact

Resident Agent: \_\_\_\_\_

Bonding Co. Address: 6350 Laurel Canyon Blvd.  
No. Hollywood, Ca. 91606

Corporate Seal of Bonding Company must  
be affixed.

Approved as to form and execution:

DAVID L. WILKINSON, ATTORNEY GENERAL

ACKNOWLEDGMENT BY SURETY

STATE OF CALIFORNIA

County of Los Angeles

} ss.

On this 28th day of July, 1982, before me, Evelyn C. Denihan,  
a notary public in and for the State of California with principal office in the County of Los Angeles,  
residing therein, duly commissioned and sworn, personally appeared Wallace C. Doyle,  
known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_  
The Aetna Casualty and Surety Company,  
the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation  
thereto as Surety, and his own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County,  
the day and year in this certificate first above written.



OFFICIAL SEAL  
EVELYN C. DENIHAN  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY

MY COMMISSION EXPIRES APRIL 12, 1985

(seal)

Evelyn C. Denihan  
Notary Public